

A. G. Contract No. KR90-0122-TRD
ECS File: JPA-89-157
Project: ACI-10-2(134)/10MA136
H0063 04C
Section: 79th Ave Parking Lot
Phoenix

55008
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PHOENIX

THIS AGREEMENT is entered into March 8, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PHOENIX, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Section Chapter 2 Section 2 to
enter into this agreement and has by Formal Action, a copy of
which is attached hereto and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to
execute this agreement on behalf of the City.

3. The State has constructed, at State's expense, and the
City has agreed to maintain, at City's expense, a parking lot,
located at the southeast corner of 79th Avenue and McDowell
Road as detailed on the attached Exhibit "B", hereinafter
referred to as the subject property, on State land for use as a
park and ride and other City sponsored parking needs to benefit
the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. 14587
FILED WITH SECRETARY OF STATE
Date Filed 3/8/90
By Don Stumway
Secretary of State
W. G. Maxwell

II. SCOPE OF WORK

1. The State will:

a. Provide plans, specifications, engineering and such other documents necessary to construct the subject property. Incorporate City's review comments as necessary.

b. Call for bids and award one or more construction contracts. Administer same and make all payments to the contractor. Upon completion, approve and accept the subject property and be responsible for any contractor claims for extra compensation.

2. The City will:

a. Be responsible for all future utility costs for the operation of the subject property such as electrical energy and water.

b. Be responsible for operation and maintenance of the subject property, subject to the terms and conditions as outlined in Exhibit "A" attached hereto and made a part hereof.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect as long as the City utilizes the property as a parking lot; provided, however, that this agreement may be cancelled upon mutual agreement of both parties upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by certified mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007


City of Phoenix
Public Transit Director
101 South Central Avenue
Phoenix, AZ 85004

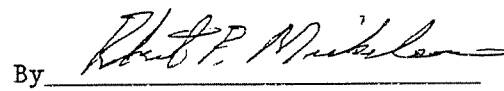
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

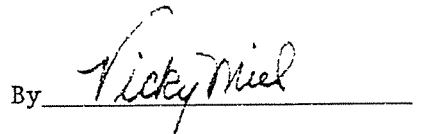
CITY OF PHOENIX, a Municipal
Corporation, Marvin A. Andrews,
City Manager

STATE OF ARIZONA
Department of Transportation

By 
RICHARD C. THOMAS
Public Transit Director

By 
ROBERT P. MICKELSON
Deputy State Engineer

Attest:

By 
City Clerk
Title

2528j
26JAN

EXHIBIT "A"

ECS File: JPA-89-157
Project: ACI-10-2(134)/10MA136
H0063 04C
Section: 79th Ave Parking Lot
Phoenix

1. USE OF SUBJECT PROPERTY

This property shall only be used for the authorized operation of a parking lot. Access through the subject property from any adjoining properties will not be allowed. The State agrees that the City may allow commercial advertising on the shelters provided for bus patrons. Said uses shall be operated in accordance with prevailing standards and criteria established therefore by the applicable governing agencies and without creating or causing to be created, nuisances or hazards to the public health or safety. The City further agrees not to use or permit any use of property for any illegal or immoral purposes and to comply with all State and Federal laws concerning said property and the use thereof. The City agrees to immediately notify the State of any change in the City's operation on the premises that will change, or has the potential to change the City's or the State's obligations or liabilities under the Environmental Laws.

2. MAINTENANCE OF SUBJECT PROPERTY

Maintain all landscaping, drainage features, parking delineation, traffic control devices and signs. The City shall be responsible for the repair/replacement of all damaged curb and gutter, sidewalk and any other improvements that may occur after they occupy the site. Maintain pavement surface to include crack sealing, patching, and complete overlays if necessary.

The City agrees to maintain subject property in a neat, clean and orderly condition at all times during occupancy, and not permit debris to accumulate at any time; not to commit, suffer, or permit any waste of said property or any acts to be committed in violation of any laws or ordinances.

3. UTILITIES

That any and all utilities required by the City, shall be in the name of and paid by the City. The City further agrees to contract and pay for their refuse removal.

4. IMPROVEMENTS ON AND ALTERATIONS TO SUBJECT PROPERTY

Should the City elect to construct any major additional improvements, make alterations to and/or demolish existing improvements, they must first submit a request in writing to the State. Said request shall include all construction plans for the proposed project. The City shall have written permission from the State and the Federal Highway Administration prior to the start of any such construction, alterations or demolition. On or before termination of this agreement, the City at the City's expense, shall remove any and all additional improvements placed on said property by the City. If removal of said additional improvements defaces the subject property, City at City's expense, shall be responsible for replacing or repairing any damage caused by such removal. Should it be the City's desire to leave said additional improvements on the subject property and the State does not object to said additional improvements remaining on subject property, the additional improvements shall become the sole separate property of the the State, at no cost to the State.

5. ZONING AND PERMITS REQUIRED

The City shall obtain proper zoning clearance and/or building permits from all governmental agencies having jurisdiction over subject property prior to the start of activities as detailed in the paragraph entitled IMPROVEMENTS ON AND ALTERATIONS TO SUBJECT PROPERTY. Copies of the documents shall be provided to the State by the City, and shall include copies of construction plans as approved by the appropriate governmental agencies having jurisdiction. City further agrees that said zoning clearance and/or building permits shall be obtained by the City at no cost to the State.

6. COMPLIANCE WITH ENVIRONMENTAL LAWS

The City shall, at the City's expense, comply with all applicable Environmental Laws, presently existing or hereinafter enacted, and any amendments thereto. The City shall immediately notify the State should they receive any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the premises or the City's operation on the premises.

7. MECHANICS LIENS

The City shall keep the property free from any liens arising from work performed, materials furnished or

obligations incurred by the City and shall indemnify, hold harmless and defend the State from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of the City. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to the State by the City.

8. LIABILITY OF THE STATE

This agreement is made upon the express condition that the State does not protect or insure against loss of personal property or improvements owned by the City or any persons utilizing the parking facility, and the City waives the right to claim damages from the State for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of the State. The City further shall hold and save harmless the State, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by the City, its agents or employees, licensees, invitees, trespassers, or any third parties willful or negligent act during occupancy of the subject property.

9. PUBLIC LIABILITY INSURANCE BY THE CITY

The City shall, at it's own expense, initiate and keep in force during the within occupancy, either self insurance coverage or a policy of public liability insurance with the State of Arizona named as an ADDITIONAL INSURED in a company or companies to be approved by the State to protect the State of Arizona or any of its departments, agencies, boards, commissions, agents and employees against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in, or about, the subject property, except that caused by the direct negligence of the State of Arizona, or any of its departments, agencies, boards, commissions, agents, or employees, in the amount of not less than \$10,000,000 to indemnify against the claims of one or more persons, resulting from any one accident, and property damage or other insurance to protect the State of Arizona, or any its departments, agencies, boards, commissions, agents and employees against any and every liability incident to the use of, or resulting from any and every cause occurring in, or about the subject property, including any and all liability of the State for damage to vehicles parked on the subject property, except that

caused by the direct negligence of the State of Arizona, or any of its departments, agencies, boards, commissions, agents, or employees, in the amount of not less than \$10,000,000. Said policies shall inure to the contingent liabilities, if any, of the State of Arizona, or any of its departments, agencies, boards, commissions, agents or employees, and shall obligate the insurance carriers to notify the State, in writing, not less than fifteen (15) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto, stating that such exclusion shall not apply with regard to any liability of the State of Arizona or any of its departments, agencies, boards, commissions, agents or employees or every such policy within not more than ten (10) days after the effective date of the policy. The City or insurance company or companies shall furnish the State with a copy of a certificate of insurance or certificate of self insurance in the amount stated above, seven (7) days after the beginning date of this agreement.

10. TRANSFER OF OWNERSHIP BY THE STATE

Any transfer of ownership of, or rights in, the subject property by the the State to any other governmental agency shall be conditional to this agreement.

11. ASSIGNMENT OF AGREEMENT BY THE CITY

The City shall not assign his interest herein, and shall not lease the aforesaid premises or permit same to be used by any unauthorized person or firm.

12. DEFAULT BY THE CITY

Should the City fail to maintain continuous liability insurance, this agreement shall terminate immediately. Should the City default on any other term or condition of this agreement, this agreement shall terminate if such default is not cured within thirty days after notice thereof to the City from the State in thirty (30) days. In the event of default by the City, the State shall have all remedies as provided by law.

**EHRENBERG-PHOENIX HWY.
79TH AVE. (PARK & RIDE LOT)
MARICOPA COUNTY**

OWNERSHIP

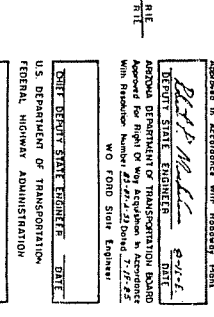
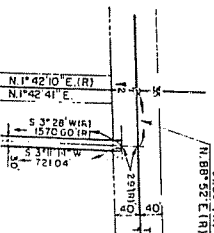
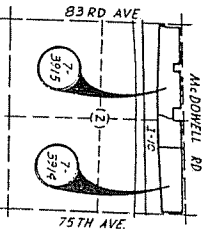
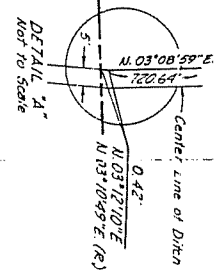
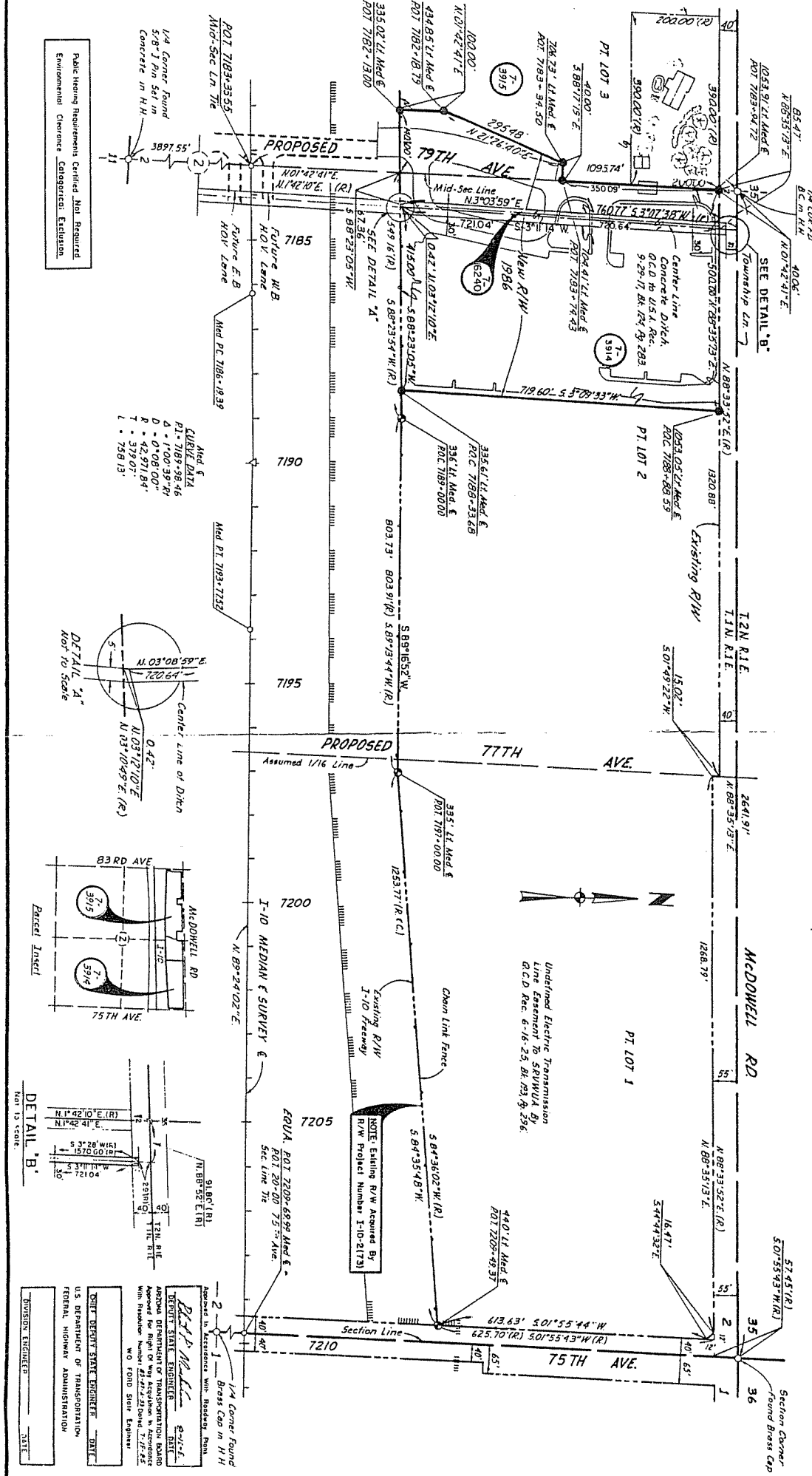
Parcel Number	Owner	Description	Total Area	Area Required	Assessment	Remainder	Sheet	Record	Acquisition	Record	Revisions
7-3914	William Paul Richey, et al	Pl. Lots 1 & 2, Sec. 2, T.1N.R.1E.	1.726 Acre	1.726 Acre	1.726 Acre	1.726 Acre	1	1	1	1	1
7-3915	Arundel, a Limited Partnership	Pl. W. Sec. 2, T.1N.R.1E.	1.726 Acre	1.726 Acre	1.726 Acre	1.726 Acre	1	1	1	1	1
7-3916	Soil River Project Agric. Improv.	Pl. Lot 2, Sec. 2, T.1N.R.1E.	1.726 Acre	1.726 Acre	1.726 Acre	1.726 Acre	1	1	1	1	1

RECORD

ACQUISITION RECORD

REVISIONS

DATE	BY	DESCRIPTION	PROJECT NO.	DRAWING NO.
7-2-85	UWG	7-2-85	01-10-2-1120	01-10-2-1120



Not to Scale

Public Hearing Requirements Certified Not Required
Environmental Clearance Categories: Exclusion

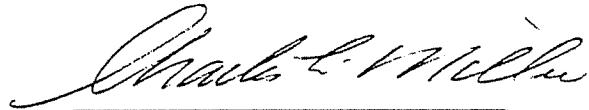
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

DATE *7-2-85*
BY *UWG*
SCALE *1" = 100'*

RESOLUTION

BE IT RESOLVED on this 7th day of December 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of constructing a Park and Ride lot at I-10 and 79th Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

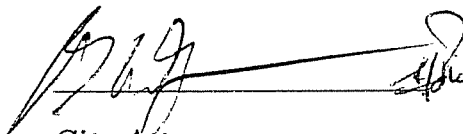
A handwritten signature in cursive script, reading "Charles L. Miller".

CHARLES L. MILLER, Director
Arizona Department of
Transportation

APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX, PUBLIC TRANSIT DEPARTMENT, and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 30 day of Jan, 1990.



City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR90-0122-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of March, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redguth", written over a horizontal line.

Assistant Attorney General
Transportation Division

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

I, Deborah Paglia, the duly appointed,
qualified and acting Special Deputy City Clerk of the City
of Phoenix, County of Maricopa, State of Arizona, do
hereby certify and attest the attached to be a true
and correct copy of a Request for Council Action approving
an Agreement with The Arizona Department of Transportation for
maintenance and operation of the 79th Ave Park-and Ride Lot by the
Council of the City of Phoenix on the 17th day of January, 1990
all as appears of record in the office of the City
Clerk.

IN WITNESS WHEREOF, I hereunto set my hand and
caused the official seal of the City of Phoenix to be
affixed hereunto this 19th day of
January, 1990.

Deborah Paglia
SPECIAL DEPUTY CITY CLERK

(SEAL)

EEN — CITY CLERK
 ITE — CITY ATTORNEY
 JE — CITY MANAGER
 IK — ACCOUNTS NOTIFICATION
 NARY — DEPARTMENT NOTIFICATION
 FF — DEPARTMENT FILE COPY

CITY OF PHOENIX, ARIZONA

REQUEST FOR COUNCIL ACTION

ALL RCA'S MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE
 FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M.P. 1.906

To the City Manager:

DATE January 5 19 90

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION.

**INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION
 FOR MAINTENANCE AND OPERATION OF THE 79TH AVENUE PARK-AND-RIDE LOT**

Request to authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) in which the City of Phoenix will operate and maintain the 79th Avenue Park-And-Ride, located northeast of the Interstate 10/79th Avenue interchange. The park-and-ride is for use by bus patrons and car and van poolers.

The park-and-ride was constructed with Federal Highway Administration and ADOT funds with the intent of the City of Phoenix assuming operational responsibility upon completion. Bus service is scheduled to commence at the site on January 31, 1990.

Financial Impact

~~This intergovernmental agreement is perpetual and requires no funds to pass bonds~~ 1-9-90

The estimated annual impact on the City to assume the maintenance and operating responsibility is \$30,000. Adequate funds are in Public Transit's current budget to cover the costs for the balance of this year.

Bid Bond (Surety) Required?

☐ Yes ☒ No

3. Bond submitted by low bidder?

☐ YES ☒ NO

4. Performance Bond (Surety) Required?

NO

SOURCE OF FUNDS:

INDEX CODE	SUBJECT	PROJECT
29.2.6.3.1.12.8.4.11		
<input checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> SUPPLEMENTAL <input type="checkbox"/> CONTINGENCY		

12. Recommended by:

Department/Function Public Transit Dept.

Division Head Signature

Sharon Grant

Department Head Signature

Public Transit Director

Emergency Clause?

☐ YES ☒ NO

7. Requested by:

Phone #

W. Grote

27242

8. WP Document #:

9. Desired Agenda Date:

1-17-90

13. Approved as to availability of funds:

Civil/Platts
for the

MANAGEMENT & BUDGET DIRECTOR

14. Approved:

Shirley L. Hall

Deputy CITY MANAGER

Formal contract required?

☒ Yes ☐ No

11. Requisition #:

Previous contract #

Council action taken: **APPROVED**

Formal action:

RESOLUTION NO

ORDINANCE NO.

DATE

1/17 19 90

CONTRACT NO

#55008

186

F-2766/4527

CITY CLERK'S FILE NO

